

#232285 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A.C. Clay & Edna Clay, his wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to John T. Miller,
 of part of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot 24 in Block 6 Fairview Addition to
 the City of Tulsa, Okla.,

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Eighty two & 50/100 DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable Semi annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

Dated Jan. 12, 1923. Due 30 days after date Amt. \$82.50.

THIS MORTGAGE WAS FILED FOR RECORD IN THE
 PUBLIC RECORDS OF THE COUNTY OF OKLAHOMA, AND ISSUED
 RECEIPT NO. 9288 THEREIN IN FULL PAYMENT OF THE
 TAXES DUE WITHIN THE MORTGAGE.
 DATED THIS 2 DAY OF 6 1923
 W. A. DIXON, County Treasurer
 O. B. B.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby
 covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair
 and not to commit or allow waste to be committed upon the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of Fifty & DOLLARS
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 12th day of Jan., 1923.

A.C. Clay SEAL

Edna Clay SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Edward E. Barrett, a Notary Public in and for said County and State on this 13
 day of Jan. 1923, personally appeared A.C. Clay & Edna Clay

and John T. Miller,
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed
 the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.
 My commission expires March 27th, 1924. (SEAL) Edward E. Barrett, Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of June A. D. 1923
 at 8:10 o'clock A. M. Book 439, Page 41

By Brady Brown Deputy. (SEAL) O. G. Weaver, County Clerk